

**Part I - The Schedule****SECTION B****SUPPLIES OR SERVICES AND PRICES****PRICE SCHEDULE**

The Contractor shall produce thirteen (13) weekly entertainment shows in Farsi in accordance with Section C, Statement of Work, and resultant contract terms and conditions at the firm fixed price (FFP) shown below.

	<b><u>Item Number</u></b>	<b><u>Period</u></b>	<b><u>Episode Price</u></b>	<b><u>Qty</u></b>	<b><u>Total FFP</u></b>
B.1	Base Period -	01/01/14 - 06/30/14	\$_____	13	\$_____
B.2	Option Period 1 -	07/01/14 - 12/31/14	\$_____	13	\$_____
B.3	Option Period 2 -	01/01/15 - 06/30/15	\$_____	13	\$_____
B.4	Option Period 3 -	07/01/15 - 12/31/15	\$_____	13	\$_____
B.5	Option Period 4 -	01/01/16 - 06/30/16	\$_____	13	\$_____
B.6	Option Period 5 -	07/01/16 - 12/31/16	\$_____	13	\$_____
B.7	Option Period 6 -	01/01/17 - 06/30/17	\$_____	13	\$_____
B.8	Option Period 7 -	07/01/17 - 12/31/17	\$_____	13	\$_____
B.9	Option Period 8 -	01/01/18 - 06/30/18	\$_____	13	\$_____
B.10	Option Period 9 -	07/01/18 - 12/31/18	\$_____	13	\$_____

*\*Note: The parties agree that the invoicing and payment will be made in US Dollars (\$) ONLY.*

**NOTES:**

1. Offerors shall direct all communications to the attention of the Contracting Officer (CO) cited in Section A of this solicitation. Communications with agency officials other than the Contracting Officer may compromise the competitiveness of this acquisition and result in cancellation of the requirement.
2. Offerors are advised not to front-load costs in the base period as the CO will conduct cost realism to determine price reasonableness. The CO requires a categorical listing of price elements that are factored into the Offeror's proposal. The pricing cannot be unbalanced and should reflect a fixed per episode cost for the base and all option periods listed in this section.

3. Offerors are cautioned that travel costs and travel-related expenses will not be reimbursed under this solicitation and resultant contract. Travel costs shall be included in the offeror's price.
4. Offerors are advised that the Government will not pay for the offeror's incurred costs for preparation and submission of a proposal, demonstration materials or attendance to meetings.
5. This solicitation and the resultant contract will include a clause entitled "Key Personnel". No changes in the Key Personnel can be made without first providing a 60-day written notice and obtaining written authorization from the Contracting Officer.

(End of Section B)

## **SECTION C**

### **DESCRIPTION/SPECIFICATION/STATEMENT OF WORK**

#### **C.1 OVERVIEW**

The Broadcasting Board of Governors (BBG), Voice of America (VOA) requires production of a weekly entertainment show appealing to Farsi-speaking youth in Iran. This show should be aesthetically and musically entertaining featuring stories with a main emphasis on the Iranian American community of Los Angeles, California, as well as Hollywood news and information and other interesting aspects of life on the West Coast of the United States. The show must be able to attract and retain the target audience.

#### **C.2 CONTRACTOR PERFORMANCE REQUIREMENTS**

- a. The Contractor shall be responsible for all items required to write, produce, edit, and deliver a total of thirteen (13) Farsi language entertainment television shows specifically targeting the 18-35 year old demographic audience. All show topics will be approved two (2) weeks in advance unless otherwise agreed to by the Contracting Officer's Representative (COR). Each show shall be shot and delivered in high definition 16 x 9 video format. The Contractor shall adhere to the highest standards of professional broadcast journalism in all aspects of the show's creation and production, including double sourcing of all information, and following the VOA Journalistic Code (Attachment 2) and the VOA Best Practices Guide, which will be provided electronically after award. The Contractor will be responsible for the creative vision and format of the show; however, BBG will retain creative control of the content and final acceptance of each episode.
- b. The Contractor shall provide a show that includes up to two on-air talent as the host(s) of the show who speak Farsi and English *fluently*. The Contractor shall obtain Government approval before replacing the on-air talent for any reason. The Government has the right to accept or reject proposed on-air talent within the 60-day notice period. In addition, the Contractor shall provide camera operators, lighting crews, audio engineers, and a team of professional and experienced writers, producers, and editors.
- c. The Contractor shall have behind the scenes access to high profile events, parties, concerts, celebrities, fashion houses, charities, musicians, entertainers, artists, actors, and people of interest from both the United States and the Middle East. The Contractor shall shoot on location on the West Coast of the United States as well as other U.S. and international cities, depending on current events and in prior consultation with VOA. Episodes shall include a mix of lifestyle, music, fashion, comedy, art, entertainment, interviews, and backstage access in a modern and fast-paced format that will make it appealing to the target audience. Episodes shall contain interviews with leading Iranian, Iranian American and American entertainment, fashion, business and other media personalities.
- d. The Contractor shall use its own staff, resources, sets, equipment and insurance for all aspects of content production, including but not limited to video editing and television studio equipment. The Contractor shall secure any and all needed permissions for any elements of text, graphics, photos,

videos, designs, trademarks, or other artwork that are included in the shows' productions. The Contractor shall provide a copy of all permissions, releases, and clearances to the Government upon delivery of each episode.

- e. The episodes shall be without any political bias or advertising and shall be mindful of Iran's culture and sensitivities. Programming must not contain visual or audio content of any offensive nature to the target audience. The delivered product must adhere to the VOA Best Practices Guide and Journalistic Code and have a total run time that is within twenty (20) seconds of the required twenty-eight (28) minute runtime.

### **C.3 DEADLINES**

- a. All work provided under this contract shall be completed and delivered by the timeframe outlined here unless otherwise agreed upon by the Government. Except for the first episode, each completed episode must be delivered with a rundown and accompanying scripts two business days before the episode's initial scheduled airing for Agency review and comment. The Agency will review the show within one business day of delivery and provide feedback to the Contractor, if any. The Contractor will revise the episode, as needed, and shall incorporate Agency's changes.
- b. The first episode must be delivered within Forty-five (45) days of contract award. The Government and Contractor will finalize the first episode within ten (10) days. Four (4) episodes shall be completed every 30 days after the first episode is accepted by the Government. All episodes must be delivered in final form not less than twenty-four (24) hours before the initial scheduled airing. All thirteen (13) episodes shall be completed and delivered to the Agency by June 30, 2014.

### **C.4 SPECIAL EXPERTISE NEEDED**

The Contractor is responsible for undertaking all tasks to complete each episode, such as acquiring equipment or subcontracting, in order to deliver a finished product. The quantity and the quality of the shows shall be reviewed by the COR to ensure that the Contractor is meeting the requirements of Agency.

(End of Section C)

**SECTION D**

**PACKAGING AND MARKING**

All deliverables required under this contract shall be packaged, marked and shipped in accordance with Government specifications. The contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

(End of Section D)

**SECTION E****INSPECTION AND ACCEPTANCE****E.1    52.252-2    CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>.

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996

(End of clause)

(End of Section E)

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1 PERIOD OF PERFORMANCE**

The period of performance for this contract will include a Base Period of six (6) months on or about January 1, 2014 through June 30, 2014.

#### **F.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

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<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
52.242-15	STOP WORK ORDER	AUG 1989

#### **F.3 PLACE OF DELIVERY OF SUBMITTALS**

All submittals required hereunder shall be delivered to the Contracting Officer's Representative (COR) at the address below:

Broadcasting Board of Governors  
Persian News Network  
330 Independence Avenue, Room 1460  
Washington, DC 20237

#### **F.4 DELIVERABLES**

The following items shall be delivered under this contract:

<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>
(a)	28-minute Persian Non-news Show Premier Show	1	45 days from award
(b)	28-minute Persian Non-news Show	12	End of each week after Premier Show

#### **F.5 INTERPRETATION OR MODIFICATION**

No verbal statements by any person, and no written statement from anyone other than the Contracting Officer may be relied upon by the Contractor as validly interpreting or otherwise affecting the terms of this contract issued pursuant to the terms and conditions specified herein. All Contractor requests for interpretation or modification shall be made in writing to the Contracting Officer. No modification of the contract shall be valid unless it is in writing and signed by the Contracting Officer.

(End of Section F)

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G.1 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer will appoint by letter an Authorized Representative of the Contracting Officer (COR), who will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the letter of authorization or this contract. It is understood and agreed, in particular, that the COR shall not have authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the letter of authorization or the contract. THE CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE COR TO MAKE ANY SUCH CHANGES, THE CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER; MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT AUTHORIZED BY THE CONTRACTING OFFICER; AND ALSO MAY BE REQUIRED TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED ACTIONS.

#### **G.2 CONTRACT ADMINISTRATION**

The Contractor shall designate below a company official whom the BBG may contact during the period of performance of this contract for prompt contract administration:

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

#### **G.3 INVOICE SUBMISSION**

- a. Invoices are authorized to be submitted monthly via email submission. Invoices must be marked original and copy and submitted to the COR who will be identified at the time of contract award.
- b. The BBG intends to change its current invoicing procedures to an optical reading system. The Contractor may be required in the future to use a standard invoice template. Any costs associated with complying with the invoice change will be at the Contractor's expense.
- c. The Contractor shall submit invoices in an original and two (2) copies to the designated COR.

(End of Section G)



## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 BBG INTELLECTUAL PROPERTY RIGHTS AND ASSIGNMENT**

- a. Contractor hereby assigns all copyright to any and all works created under Solicitation No. BBG50-R-14-0001 and the resultant contract to the BBG.
- b. Contractor hereby acknowledges that all program titles and other trademarks produced in the course of this Contract, as well as any goodwill attributed to those marks, belong to BBG. If the Agency seeks registration of the marks, the Contractor shall provide any and all necessary assistance (absent expenditure of funds) in registering the mark(s).

#### **H.2 KEY PERSONNEL**

- a. The Contractor's Executive Producer and On-Air Talent are designated as Key Personnel. The Executive Producer is the Contractor's Point of Contact with the Government for the contract. The Contractor shall provide the name, telephone number, facsimile number, and email address of the individual to the Contracting Officer in writing upon award of the contract. This individual is the Contractor's primary contact for coordination with the Government, and he/she shall have delegated authority to make binding decisions for the Contractor without recourse for higher authority.
- b. No changes can be made to the Executive Producer or On-Air Talent without first providing 60-day written notice and obtaining written authorization from the Contracting Officer.

#### **H.3 CERTIFICATE OF INSURANCE**

The Contractor shall furnish to the Contracting Officer a current certificate of insurance as evidence of the insurance necessary for this requirement upon contract award. The Contractor shall, at its own expense, provide and maintain General Liability, Automobile and Property insurance during the entire performance period. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation is effective. If Contractor is self-insured then the Contractor shall not terminate or decrease the coverage without the Contracting Officer's approval.

(End of Section H)

(End of Part I)

## **Part II – CONTRACT CLAUSES**

### **SECTION I**

#### **CONTRACT CLAUSES**

##### **I.1     52.217-8     OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the prices specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

##### **I.2     52.217-9     OPTION TO EXTEND THE TERM OF CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

##### **I.3     52.232-19     SUBJECT TO AVAILABILITY OF FUNDS. (MAR 2000)**

Funds are not presently available for performance under this contract beyond 06/30/14. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 12/31/18, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

##### **I.4     PARTIAL EXERCISE OF OPTIONS UNDER THIS CONTRACT**

The Government reserves the right to unilaterally exercise the options in Section B. The parties agree that the Government may have to partially exercise any options in Section B and may do so multiple times up to the point that the Base Year has been fully exercised. The Contractor, however, will not be entitled to any additional compensation beyond that associated with the amount of the option exercise.

##### **I.5     52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>.

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-28	POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUL 2013
52.222-3	CONVICT LABOR	JUNE 2003
52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2013
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY OR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	DEC 2007
52.232-1	PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED-PRICE	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	APR 2012
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

(End of clauses)

(End of Section I)

(End of Part II)

**Part III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

The following attachments below are hereby incorporated into this Solicitation:

1. Disclosure of Lobbying Activities, OMB Form SF-LLL<sup>2</sup>, December, 1989.
2. VOA Journalistic Code

(End of Section J)

(End of Part III)

**Part IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1    52.203-2    CERTIFICATE OF INDEPENDENT PRICE DETERMINATION.**  
**(APR 1985)**

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

**K.2    52.203-11    CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEPT 2007)**

(a) *Definitions.* As used in this provision—“Lobbying contact” has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” ([52.203-12](#)) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

**K.3    52.204-3    TAXPAYER IDENTIFICATION. (OCT 1998)**

(a) *Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation

(FAR) [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(f) *Common parent.*

o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

- o Name and TIN of common parent:
  - Name \_\_\_\_\_
  - TIN \_\_\_\_\_

(End of provision)



**K.4    52.252-1    SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**  
**(FEB 1998)**

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<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
52.209-5	CERTIFICATION REGARDING RESPONSIBILITY MATTERS	APR 2010
52.215-6	PLACE OF PERFORMANCE	OCT 1997
52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR 2012
52.219.22	SMALL DISADVANTAGED BUSINESS STATUS	OCT 1999
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984

(End of clause)

(End of Section K)

## **SECTION L**

### **INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

#### **L.1    52.252-2        CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

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<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	JUL 2013
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN 2004
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

(End of clause)

#### **L.2    52.233-2        SERVICE OF PROTEST (SEP 2006)**

- (a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from BBG Office of Contracts, 330 C Street, Washington, DC 20237.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L.3    GENERAL INFORMATION**

##### **L.3.1    COST/PRICING INFORMATION**

The offeror's Price Proposal shall include price information specified in Section L.5 of this solicitation. In addition, the Government may require offerors who are included in the competitive range to submit additional information substantiating their proposed prices. This additional pricing information will be requested after establishment of the competitive range, and potentially may include vendor quotes, invoice prices, and/or any other information deemed necessary by the contracting officer to evaluate and determine the reasonableness of the price.

### **L.3.2 TYPE OF CONTRACT AND NUMBER OF AWARD(S)**

As prescribed in FAR 52.216-1, The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

- a. It is anticipated that a single award will be made from this solicitation and that the award will be made on or about January 1, 2014.
- b. It is anticipated that the award from this solicitation will be a firm fixed price contract with a base period of six months and nine optional 6-month options.

### **L.3.3 NAICS CODE AND SIZE STANDARD**

The North American Industry Classification System (NAICS) code for this acquisition is 512110. The small business size standard is \$30,000,000.

THIS REQUIREMENT IS ***NOT*** SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in ***every*** solicitation, (except for foreign acquisitions) the inclusion of the NAICS Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

### **L.3.4 SEPARATION OF TECHNICAL AND PRICE PROPOSALS**

The proposal must be prepared in two parts: a "Technical Proposal" and a "Price Proposal." Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other.

## **L.4 TECHNICAL PROPOSAL**

Offeror's Technical Proposal shall include a demo/pilot episode, a narrative demonstrating its management approach, resumes of key personnel, and experience and past performance information.

The Offeror shall also submit a high definition pilot episode of ten (10) minutes in length to be evaluated for production and editorial quality, as well as the Farsi language fluency of the on-air talent. The pilot should be an abridged "mini" version of the weekly 28 minute program. The on-air talent appearing in the pilot shall be the same as the on-air talent dedicated to the show.

Offeror shall submit a narrative detailing the approach that it will take to meet the requirement. The narrative must illustrate an understanding of the requirement, Offeror's business plan, and Offeror's ability to provide the required services and meet the schedule. The offeror shall submit a brief description of its company's business.

Offeror shall provide the resumes of the executive producer (management's single point-of-contact for BBG) and all on-air talent. No sample resumes will be accepted, only the key personnel that would be dedicated to this show.

Offeror shall provide recent examples (within the past three (3) years) demonstrating its experience in providing the services required under this solicitation to Governmental and/or commercial customers. Examples provided should be of the same and/or similar services specified herein.

Additionally, Offeror shall provide detailed information on past performance and relevant contracts for same and/or similar services with a minimum of three (3) references including contract numbers, points of contact with telephone numbers and email addresses (i.e., the point of contact who can verify performance). Offeror shall also provide the price of the contract and a summary of the relevant services provided or work performed.

#### **L.5 PRICE PROPOSAL**

The Offeror shall submit a price proposal that provides a fixed price for thirteen (13) episodes for the base period and each option period as instructed in the Price Schedule in Section B. Labor, supplies, travel and all other miscellaneous costs required to write, produce, edit, and deliver a total of thirteen (13) Farsi language entertainment television shows shall be included for the base period and all option periods. The prices shall be provided in United States dollars. The Offeror shall submit Attachment No. 1 Disclosure of Lobbying Activities, OMB Form SF-LLL2, December, 1989, with their price proposal.

(End of Section L)

## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M.1 GENERAL**

The Government intends to make a best value selection. All evaluation factors other than cost or price, when combined, are significantly more important than price. The Government will trade-off among cost or price and technical factors and may accept other than the lowest priced proposal.

The following technical proposals factors will be evaluated for Technical Approach, Key Personnel, Management Approach, Experience and Past Performance, in that order of importance.

#### **M.2 TECHNICAL APPROACH**

The Offeror's technical approach will be evaluated based upon a pilot episode, of ten (10) minutes in length. The pilot will be evaluated for production and editorial quality, as well as the Farsi language fluency of the on-air talent. The on-air talent appearing in the pilot shall be the same as the on-air talent dedicated to the entertainment show.

#### **M.3 KEY PERSONNEL**

Offeror shall provide the resumes of the executive producer (management's single point-of-contact for BBG) and all on-air talent. No sample resumes will be accepted, only the key personnel that would be dedicated to this show.

#### **M.4 MANAGEMENT APPROACH**

The Offeror will be evaluated based upon its narrative describing the Offeror's understanding of the requirement, its business plan, ability to provide the required services, and meet the schedule required in the SOW.

#### **M.5 EXPERIENCE**

The Offeror will be evaluated on evidence of its demonstrated experience producing programs, and how this experience will help satisfy BBG's requirement. Offeror shall provide recent examples (within the past three (3) years) demonstrating its experience in providing production services same or similar to those required under this solicitation to Governmental and/or commercial customers.

#### **M.6 PAST PERFORMANCE**

- a. The Offeror's Past Performance will be evaluated pursuant to FAR 15.305(a)(2). Each Offeror's Past Performance will be determined to be Favorable or Unfavorable. If an Offeror has no record of Past Performance or has no Past Performance information available, the Offeror's Past Performance will not be evaluated Favorably or Unfavorably.
- b. Offeror shall provide detailed information on past performance and relevant contracts for same and/or similar services with a minimum of three (3) references including contract numbers, points

of contact with telephone numbers and email addresses (i.e., the point of contact who can verify performance). Offeror shall also provide the price of the contract and a summary of the relevant services provided or work performed.

#### **M.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.acquisition.gov/far/>.

<b><u>CLAUSE NUMBER</u></b>	<b><u>CLAUSE TITLE</u></b>	<b><u>DATE</u></b>
52.217-5	EVALUATION OF OPTIONS	JUL 1990

(End of clause)

#### **M.8 PRICE EVALUATION CRITERIA**

Offerors are advised that paramount consideration shall be given to the evaluation of technical proposals. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

The Government shall conduct a thorough, independent review of each Price Proposal determined to be responsive. In addition to being compared to the Independent Government Estimate (IGE) and the prices in the other Offeror's proposals, each Price Proposal will be reviewed to ensure price realism. Price realism will be evaluated on a pass/fail basis. Price realism will be evaluated to ensure that the proposed prices reflect a clear understanding of the work and skills required for performance. If a Price Proposal does not demonstrate price realism, it will be evaluated as unacceptable and the Offeror will not be considered for the award. A Price Proposal determined to be unrealistic in relation to its accompanying technical proposal will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risk of the contract requirements and may result in the rejection of the Offeror's proposal.

##### **M.8.1 PRICE COMPLETENESS**

The Government will evaluate the price proposal for completeness by assessing the responsiveness of the Offeror in providing the requested price.

##### **M.8.2 TOTAL EVALUATED PRICE**

The total evaluated price will be completed by adding the total price for all options to the total price for base period.

#### **M.9 BASIS FOR CONTRACT AWARD**

When all offers are rejected, award will be made to the responsible offeror whose offer, conforming to the solicitation, is determined to be the best overall value to the Government, price and other factors considered. In determining the best overall response, the combined non-cost/price factors are more important than the cost/price factor. The Government may select for award the offeror whose price is not necessarily the lowest, but whose technical is more significant.

**M.10 SEPARATE CHARGES**

Separate charges, in any form, are not allowable. For example, any charges for failure to exercise an option are unacceptable.

(End of Section M)

(End of Part IV)